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Fairfield Farm Condominium Association

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Declaration of Covenants, Conditions and Restrictions

June 2004

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FAIRFIELD FARM CONDOMINIUM

AMENDMENT TO DECLARATION

This Amendment to Declaration is made and executed on the date shown below by the Fairfield Farms Condominium Unit Owners and Management Committee, after having been voted upon and approved by the Unit Owners at Fairfield Farm Condominium.

RECITALS

WHEREAS, Fairfield Farm Condominium was created by Declaration of Covenants, Conditions and Restrictions for Fairfield Farm dated May 30, 1973, and recorded June 8, 1973, as entry number 381475, in book 517, beginning at page 811, records of Davis County, Utah, and there have been various amendments thereto (all of which documents recorded prior to this Amendment are collectively referred to as "prior CC&Rs"); and

WHEREAS, Fairfield Farm Condominium Unit Owners desire to amend the prior CC&Rs to clarify provisions dealing with ownership and maintenance of the Common Area, and various other matters as stated herein, to update and modify provisions in the prior CC&Rs; and

WHEREAS, the Unit Owners of Fairfield Farm Condominium desire to (1) preserve and enhance the quality of life at Fairfield Farm Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Fairfield Farm Condominium, (4) provide for a clear statement of the responsibility of the Management Committee and the Unit Owners relative to maintenance of Units and Common Area, and (5) enforce the rules of the condominium association more consistently, fairly and economically;

NOW THEREFORE, the Unit Owners of Fairfield Farm Condominium hereby amend all prior CC&Rs for Fairfield Farm Condominium recorded against the real property located in Davis County, Utah; known as Fairfield Farm Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between these Amended CC&Rs and prior CC&Rs, these Amended CC&Rs shall control.

The Fairfield Farm Condominium Declaration is hereby amended as follows:

AMENDMENTS

1 DEFINITIONS

- 1.1 All applicable portions of definitions as contained in the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated, 1953, shall apply to this Declaration and the Property except as particularly modified or changed by individual definitions or provisions hereinafter contained.
- 1.2 **Association** shall mean and refer to the Fairfield Farm Homeowners Association, said Association being formed for the purpose of managing, maintaining, repairing and

administering the condominium project, the property and all the buildings and improvements and common elements on the Property; of assessing, collecting and applying common expenses, for enforcing this Declaration, for acting as attorney-in-fact or trustee for Unit Owners as hereinafter set forth, and generally for administering the property. Each owner of a Unit shall be a member of the Association and its only members shall be owners of Units. A person who for any reason, ceases to be such Owner shall cease to be such member. The Association shall act by and through the Management Committee as contemplated by the Utah Condominium Ownership Act.

- 1.3 **Management Committee** shall mean the Management Committee of the Association.
- 1.4 **Common Areas** shall mean and refer to all real property in the Project owned in common by the Unit Owners including but not limited to the following items:
- 1.4.1 The real property and interest in real property submitted hereby, including the entirety of the Project and all improvements constructed thereon, excluding the individual Units.
- 1.4.2 All Common Areas and Facilities designated as such in the Maps.
- 1.4.3 All Limited Common Areas designated as such in the Maps;
- 1.4.4 All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners, such as telephone, electricity, gas, water, and sewer;
- 1.4.5 The Project's outdoor grounds, lighting, perimeter fences, landscaping, retaining walls, sidewalks, open parking spaces, and roadways;
- 1.4.6 All portions of the Project not specifically included within the individual Units; including, but not by way of limitation, roofs, foundations, walls, pipes, ducts, flues, shoots, conduits, wires and other utility installations, gardens, storage sheds, and areas, service streets and parking areas, recreational greens and facilities, and
- 1.4.7 All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.
- 1.5 **Common Expense** shall mean and refer to:
- 1.5.1 All sums lawfully assessed against the Owners;
- 1.5.2 Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, including but not limited to, mowing grass, snow removal, caring for the grounds, sprinkler system, and recreational facilities, reserve for repair, maintenance, and other charges including fire and other hazard insurance premiums, and liability insurance;

- 1.5.3 Expenses allocated by the Association;
- 1.5.4 Expenses agreed upon as common expenses by the Association; and
- 1.5.5 Expenses agreed upon as common expenses by the Project Documents.
- 1.6 **Condominium Plat or Map** shall mean the recorded map of the Fairfield Farm Planned Unit Development (Condominium Project), and shall also include all subsequent amendments to the plat as originally recorded.
- 1.7 **Declaration** shall mean the instrument by which the Fairfield Farm Planned Unit Development (Condominium Project) was established as provide under the Utah Condominium Ownership Act. **Amended Declaration** or **Amended CC&Rs** shall refer to this document.
- 1.8 **Limited Common area** shall mean and refer to those Common Areas and Facilities designated in the original Declaration in the subdivision plat or in these Amended CC&Rs as reserved for the use of owners of a certain Unit to the exclusion of owners of other Units. Limited Common Areas include the driveways which serve each unit, the patios which are immediately adjacent to the rear of a Unit, the front porches and courtyards which are immediately adjacent to the front of a Unit, and the garages, all of which are intended for the exclusive benefit of the unit which they serve. Limited Common Areas shall not be maintained by the Association but the maintenance, repair and replacement of the Limited Common Area shall be the responsibility of the Unit Owner according the provisions stated herein.
- 1.9 **Manager** shall mean the person or firm designated by the Association to manage the affairs of the Project.
- 1.10 **Mortgage** shall be defined to include a Deed of Trust as well as a Mortgage.
- 1.11 **Mortgagee** shall be defined to include a beneficiary under or holder of a Deed of Trust as well as a Mortgage.
- 1.12 **Owner or Unit Owner** shall mean and refer to the record owner (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in a Unit, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 1.13 **Project** shall mean the entire parcel of real property referred to in this Declaration to be divided into Units and Common Areas, including all structures thereon.
- 1.14 **Property** shall mean and refer to all existing property subject to the Declaration or Amended Declaration.
- 1.15 **Unit** shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of

floors in a building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

2 PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 **Property.** The real property which is, and shall be held, transferred, sold, conveyed, encumbered, leased, improved, used and occupies subject to this Declaration is located in Kaysville, Davis County, State of Utah, and is more particularly described as follows:

Units 10 through 24, Phase One, Fairfield Farm PUD
(11-129-0010 through 11-129-0019, 11-129-0031, and 11-129-0021 through 11-129-0024)

Units 201 through 206, Phase Two, Fairfield Farm PUD
(11-310-201 through 11-310-206)

- 2.2 **No Additions to Property.** No Additional property may become subject to this Declaration except upon the approval of seventy-five percent of the Unit Owners. The Association may not be merged into or consolidated with another property owners association except upon the approval of seventy-five percent of the Unit Owners.

3 OWNERSHIP AND CONVEYANCE OF UNITS

- 3.1 **Ownership.** Each Owner shall be entitled to exclusive ownership and possession of his Lot and Unit. Each Owner shall be entitled to an undivided one twenty-one interest ($\frac{1}{21}$) in the Common Area. The percentage of the undivided one twenty-one interest of each Owner in the Common Area shall have a permanent character and shall not be altered without the consent of two-thirds ($\frac{2}{3}$) of all Owners expressed in an Amended Declaration duly recorded.
- 3.2 An Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner will own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces and walls, basement, floors, ceilings, windows and doors of his Unit.
- 3.3 **Conveyance.** Any Deed, Lease, Mortgage, Deed of Trust or similar instrument, hereinafter referred to as "Deed" may legally describe a Unit by its identifying Unit number or letter as shown on the map. The Owner shall pay the property taxes on the Unit identified and

described in said conveyance and owned by the Owner. Anything in deeds of conveyance, restrictions or this Declaration to the contrary or apparent contrary notwithstanding, the Owners of Units shall be entitled to the use of his Unit and the Common Area subject to this Declaration.

4 REPAIR, MAINTENANCE & USE RESTRICTIONS

- 4.1 **Owner's Obligation to Repair the Unit.** Each Owner shall, at the Owner's expense, keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, ranges or other appliances that may be in, or connected with the Unit. The Unit Owner is also responsible to pay for any damages to his or her Unit or to adjoining Units caused by the malfunction of any of these items and the Unit Owner shall maintain insurance to protect against such damages. The Association shall not be responsible for damages caused by the malfunction of any of these items, though it shall maintain insurance to cover damages to the common area in the event the Association is not able to collect from the responsible Unit Owner or their insurance carrier.
- 4.2 **Owner's Obligation to Repair Common Area and Limited Common Area.** The Owner shall also, at the Owner's own expense, maintain, repair and replace all of the following Common Areas and Limited Common Areas which are appurtenant to his Unit and keep the same in a clean and sanitary condition: the exterior surfaces of his or her Unit, aluminum or vinyl siding and/or wall, patio, courtyard, fence around a patio or courtyard, roof, gutter, garage, garage door, sidewalk, flower beds, balcony, porch, and driveway. For purposes of maintenance, repair and replacement, the Management Committee shall decide, in the event of a disagreement between adjoining Unit Owners, where the roof, gutter, driveway, etc., of one Unit ends and the other unit begins. In the event two or more Unit Owners cannot agree upon when or if a repair or replacement should take place (e.g., roofs replacement or damage, cracked cement, etc.), the Management Committee shall, upon request of one of the concerned Unit Owners, conduct a hearing at which all concerned parties are invited to present information relative to the cost and the need for repair or maintenance. The Management Committee shall then issue a written decision which shall be binding upon the Unit Owners. Should one of the Unit Owners fail or refuse to abide by the decision of the Management Committee within 30 days, then the Management Committee is empowered to assess against that Unit Owner, as a common expense, an amount equal to the cost of the repair or maintenance.
- 4.3 **Neglect.** If the Committee determines that any Owner has failed or refused to maintain, repair or replace the Common Area or Limited Common Areas or to otherwise discharge properly his duties under the preceding section, or that the need for maintenance, repair, or replacement of the Common Area or Limited Common Area is caused through the willful or negligent act of any Owner, his family, guests, lessees, or invitees, and it is not covered or paid by insurance in

whole or in part, then the Association may, but is not obligated, to provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

- 4.3.1 **Notice of Intent to Repair.** Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement of repair within ten (10) days.
- 4.3.2 **Emergency Situation.** In an emergency, prior notice is not required but written notice of the day, date, time, nature of the repair and the name and title of the person or persons making the repair shall be given to the Owner and/or Resident.
- 4.3.3 **Right of Entry.** The Association or its agents or employees shall have a right to entry upon or into any Unit or Limited Common Area as necessary, and upon reasonable notice if possible, to perform such work and shall not be liable for trespass for such entry or work.
- 4.3.4 **Debt and Lien.** The amount of the expenses referred to above is the debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to pay said expenses when due, that amount constitutes a lien on the interest of the Owner in the Property consistent with other liens for Common Expenses.
- 4.4 **Alterations to the Common Area.** No Owner or Resident may make any structural alterations to the Common Area (including the Limited Common Area) without the prior written consent of the Committee.
- 4.5 The Association shall remove snow from sidewalks and driveways, and Unit Owners are responsible to remove snow from patios and courtyards. In the event the Association has paid for insurance covering the repair or replacement of any of the items listed in the preceding paragraph, the Associations shall pay for the repair and replacement of the same from Insurance proceeds and as a common expense.
- 4.6 The Unit Owner shall be responsible for the expense of maintaining, repairing and replacing any water line that serves solely his or her Unit, beginning at a point where the water meter serving the Unit is located. The Association shall be responsible for the expense of maintaining, repairing and replacing any water line that serves more than one Unit or that is located in the Common Area prior to the water line reaching the Unit Owners water meter.
- 4.7 The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the balcony, patio, storage shed area, garages or Unit.

- 4.8 **Prohibition Against Structural Changes by Owner.** The Owner shall not, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the exterior of the buildings, the Common Area or Limited Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of the Management Committee. The Owners shall not paint or decorate, excluding holiday decorations, any portion of the patio fences, or garages, without first obtaining written consent of the Association. The Management Committee may require any Unit Owner who violates this paragraph to remove the item installed or constructed and/or to place the property in the same condition it was in prior to the unauthorized alteration at the Unit Owner's sole expense.
- 4.9 **Limitation on Use of Units and Common Area.** The Units and Common Area shall be occupied and used as follows:
- 4.9.1 No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessees or guests.
- 4.9.2 There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Association. No recreational vehicles shall be stored or retained in Units or the Common Area. Parking of recreational vehicles in the overflow parking area is limited to two consecutive days and to not more than four days in any 14 day period. All vehicles shall be parked in driveways or garages and no vehicles shall be parked on the street.
- 4.9.3 Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed to the Common Area.
- 4.9.4 **Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any lot, without the prior written consent of the Management Committee, except one sign for each dwelling Unit of no more than three (3) feet by two (2) feet advertising the property for sale.
- 4.9.5 **Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas concealed from view, and no odor shall be permitted to arise there from so as to render the Properties or any portion thereof unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed for such use and located within Limited Common Areas. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties, as to be visible to other property. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap,

refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within and enclosed structure or appropriately screened from view.

- 4.9.6 Temporary Buildings.** No outbuildings, basement, shack, shed or other building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.
- 4.9.7 Parking and Vehicular Restrictions.** No owner or resident of a Unit shall park, store or keep any vehicle except within garages and driveways. Clover Lane is a private road and shall have no parking on it by Unit Owners or residents. Guest parking on Clover Lane is limited in designated areas to no more than three days without written authorization from the Management Committee. Any inoperable vehicles must be stored only in garages. No owner shall park, store or keep on any property or street (public or private) within the project, any large commercial type vehicle (dump truck, cement mixer, oil or gas truck, delivery truck, or any other vehicular equipment, mobile or otherwise), which may (a) interfere with access to Unit or to areas in or around the project, (b) damage the roadways, asphalt or gutters, or (c) be a nuisance as determined by the Management Committee. The above excludes trucks with small campers or small pickup trucks used for everyday type transportation, which may be parked in a driveway, garage or other designated off street parking. There shall be no overnight parking except in designated areas (which include driveways, garages, and designated off street parking areas as shown by a map prepared by the Management Committee).
- 4.9.8 Recreational Vehicles.** No recreational vehicle shall be stored on the property, except that which will fit wholly within the garage without interfering with the operation of the garage door. Recreational vehicles may be allowed to park for a period of not more than 24 hours, before and after use, within the Project, providing the vehicle does not interfere with any other owners use of or access to the Project. The 24 hour period before and after shall be used to allow the owner to clean, load and unload their vehicle.
- 4.9.9 Swimming Pool.** The swimming pool is for Unit Owners and their guests only. The Management Committee shall enact and distribute rules governing the use of the swimming pool.
- 4.9.10** No owner of a Unit shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle, upon any portion of any lot, Unit or upon the common area.
- 4.9.11 Nuisances.** No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to other Unit Owners. No loud noises or noxious odors shall be permitted on the Properties and the Management Committee shall have the right to determine, in accordance with these Amended CC&R's if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of

any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power tools off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any owner of the Properties, shall be located, used or placed on any portion of the Common Areas or Unit, or exposed to the view of other owners without the prior written approval of the Management Committee.

4.9.12 Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Association.

4.9.13 There shall be no violation of rules for the use of the Common Area adopted by the Association and furnished in writing to the Owners, and the Management Committee is authorized to adopt and enforce such rules.

4.9.14 None of the rights and obligations of the Owners created herein, or by the Deed creating the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the wilful conduct of said Owner.

5 MANAGEMENT ASSOCIATION

5.1 **The Association.** The Fairfield Farm Homeowners Association has been organized for the efficient preservation of the values and amenities in the project, and to create an agency which shall have the powers of managing, maintaining, repairing and administering the project and property and all buildings and improvements and enforcing the covenants and restrictions and collecting and disbursing and applying the assessments and common expenses set forth in this Declaration; and to act as Attorney in Fact or Trustee for Unit Owners. The Association shall operate according to the provisions of this Declaration, shall have the authority, powers and duties as set forth in this Declaration, and shall also constitute and embody the Management Committee as contemplated by the Utah Condominium Act. The property shall be owned and held strictly for the purposes herein set forth, and shall be subject to the interest of the Owners.

5.2 **Duties of the Management Committee and Association.** The Management Committee and the Association, for the benefit of the Owners, shall enforce the provisions hereof and shall acquire, collect and shall pay out of the Common Expenses, the following:

5.2.1 Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units);

5.2.2 A policy or policies of fire insurance as the same are more fully set forth in this Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units, Common Area, and Limited Common Area, or such other fire and casualty insurance as the Association shall determine gives substantially equal or

greater protection to the Owners, and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit, if any;

- 5.2.3 A policy or policies as the same are more fully set forth in this Declaration insuring the Association, Management Committee, Management Committee, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common Area, and their invitees, or tenants), incident to the ownership and/or use of the project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.
- 5.2.4 Worker's compensation insurance to the extent necessary to comply with any applicable laws;
- 5.2.5 Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration;
- 5.2.6 A fidelity bond naming the Treasurer and such other persons as may be designated by the Association as principals and the Owners as obligees, in an amount at least equal to twenty-five per cent (25%) of the total sum collected through the common expense fund during the preceding year;
- 5.2.7 Painting, maintenance, repair, and all landscaping of the Common Area, (but not the Limited Common Area including the exterior surfaces of units, aluminum or vinyl siding, walls, fences around patios or courtyards, roofs, gutters, garage doors, sidewalks, patios, courtyards, porches and driveways), and such furnishings and equipment for the Common Area as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Area; provided, however, that the interior surfaces such as utilities, plumbing, wiring, conduits, etc., of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;
- 5.2.8 Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are

provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units.

- 5.2.9 Maintenance and repair of any exterior surfaces of Units, aluminum or vinyl siding, walls, fences around patios or courtyards, roofs, gutters, garage doors, sidewalks, patios, courtyards, porches and driveways, but only if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect a Unit or the Common Area and to preserve the appearance and value of the project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair. The Management Committee shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair, which special assessment may be collected in the same manner as any other common expense.
- 5.2.10 The Association shall have the exclusive right to contract for all goods, services and insurance for which payment is to be made from the common expense fund. The Association shall not enter into any contracts, excluding lawn care and snow removal, for the maintenance of Common Area in excess of a period of one year.
- 5.3 The Association's power hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the Common Expense fund, capital additions and improvements (other than for purposes of repairing, maintaining or replacing portions of the Common Area, subject to all the provisions of this Declaration) having a cost in excess of Sixteen Thousand Dollars (\$16,000.00) except as expressly provided herein. As used herein, capital additions and improvements are those items which are new constructed and have a projected life of more than one year.

There shall be no structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of Sixteen Thousand Dollars (\$16,000.00) without the prior approval of Owners holding a majority of the total votes.

- 5.4 **Powers of the Management Committee.** The Management Committee shall have, and is hereby granted, the following authority and powers:
- 5.4.1 **To Enter.** The power and authority to enter into or upon any Unit or Limited Common Area to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the Residents.
- 5.4.2 **Grant Easements.** The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over under across and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

- 5.4.3 **Execute Documents.** The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment
- 5.4.4 **Standing.** The power to sue and be sued
- 5.4.5 **Enter Into Contracts.** The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- 5.4.6 **Transfer Interests in Real Property.** The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the members in the Association.
- 5.4.7 **To Purchase.** The power and authority to purchase, otherwise acquire, and accept title to any interest in additional real property, so long as the purchase or acquisition has been approved by at least seventy five percent (75%) of the members in the Association.
- 5.4.8 **Promulgate Rules.** The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures, as may be necessary or desirable to aid the committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.
- 5.4.9 **Meetings.** The authority to establish procedures for the presiding over and conducting of Association and Committee meeting. This includes but is not limited to the power to decide if the meeting or any part thereof shall be open or closed to Members of the Association or Residents not on the Committee, retire to executive session, regulate record keeping, and regulate, control or prohibit the electronic reproduction (e.g., video, audio, etc.) of Association or Committee meetings.
- 5.4.10 **Manager.** The Association shall have the authority to engage a manager and may delegate any of its duties, power or functions, including, but not limited to, the authority to give the subordination agreements provided for herein to any person or firm, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Association. The Association, its officers and Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by The Association. In the absence of any appointment, the President of the Association shall act as Manager.
- 5.4.11 **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions or behalf of the Owners and the Association.

- 5.5 **Membership in the Association.** Every person or entity who is a record owner of a Unit shall be a member of the Association, provided that if any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
- 5.6 **Voting Rights in the Association.** At any meeting of the Association, each Owner shall be entitled to cast one vote for each Unit owned. Any Owner may attend and vote at such meeting in person, by a proxy ballot, or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Association. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Association shall be deemed revoked when the Association shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance by such Owner of his Unit. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a Unit against the Owner of the condominium covered by the mortgage, then and in that event and until the default is cured, the right of the Owner of such Unit to vote shall be transferred to the mortgagee recording the notice of default.

- 5.7 **Meetings.** After proper notice has been provided, the presence at any Association meeting of Owners having a majority of the total votes shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than one (1) day nor more than ten (10) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.
- 5.8 **Annual Meeting.** There shall be a meeting of the Association on the First Wednesday of May of each year at 8:00 P.M. upon the Common Area or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the Management Committee shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.
- 5.9 **Special Meetings.** Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of

all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Management Committee, or by the Owners having one-third (1/3) of the total votes and delivered not less than five (5) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

5.10 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of said has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Management Committee or Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Association or the Manager.

5.11 Elections and Proceedings of the Association.

5.11.1 Election. At each annual meeting of the Association, subject to the provisions herein, the Owners shall elect a Management Committee for the forthcoming year, consisting of Five (5) Owners. Each Unit shall be entitled to one vote. There shall be no cumulative voting. The Management Committee of the Association shall constitute the Fairfield Farms Homeowners Association Management Committee.

5.11.2 Term. Members of the Management Committee shall serve two (2) years terms and may be re-elected to additional terms. Three of the five members of the Management Committee shall be elected one year and the other two shall serve be elected the following year. The members of the Management Committee shall serve until their respective successor are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Management Committee shall thereupon terminate.

5.11.3 Resignation and Removal. Any member may resign at any time by giving written notice to the remaining members of the Management Committee, and any member may be removed from membership on the Management Committee by majority vote of the Owners;

5.11.4 Proceedings. Three (3) members of the Management Committee shall constitute a quorum. If a quorum is present, a majority of those present may act for the Association. The Management Committee shall elect a president who shall preside over both its meetings and those of the Association. The Management Committee may also elect a secretary and treasurer and such other official as it deems appropriate. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management Committee may also act without a meeting by unanimous written consent of its members.

6 COMMON EXPENSES, ASSESSMENT, AND MAINTENANCE

- 6.1 **Common Expenses: Assessments.** Within thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's funds, and including assessments for the use of recreational facilities used by members of the Association). Said "estimate cash requirement" shall be assessed to the Owners in the ratio of one twenty-one ($\frac{1}{21}$) to each Owner. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Association may, at any time, levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Association shall designate. All funds collected hereunder shall be expended for the purposes designated herein.
- 6.2 The omission by the Association, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon written consent of two-thirds ($\frac{2}{3}$) of the Owners. No Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.
- 6.3 The Manager or Association shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owner at convenient hours of week days.
- 6.4 **Default in Payment of Assessments.** Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any Unit plus late fees, interest at twelve per cent (12%) per annum, and costs, including reasonable attorney fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided in Section 57-8-20 of the Condominium Act. The said lien for non payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:
- 6.4.1 Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and

- 6.4.2 Encumbrances on the Owner's Unit recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- ✓ 6.5 **Late Fees.** All monthly condominium fee payments are due by the 5th day of each month and other assessments are due as decided by the Management Committee. A late fee of \$15.00 shall be assessed against any payment received after the 10th of the month in which it is due. Assessments that are not paid within 30 days of the date they are due will be assessed an additional late fee of \$25.00, and assessments that are not paid within 60 days of the date they are due will be assessed an additional late fee of \$50.00. Any payments not paid within 90 days shall be turned over for collection and shall continue to accrue late fees of \$50.00 for each month the assessment remains outstanding.
- 6.6 A certificate executed and acknowledged by The Association stating the indebtedness secured by the lien upon any Unit created hereunder, shall be conclusive upon the Association and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer of a Unit upon request at a reasonable fee, not to exceed Ten Dollars (\$10). Unless the request for a certificate of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.
- 6.7 Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Association shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Association for by a bank or trust company or title insurance company authorized by the Association, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney fees.
- 6.8 In case of foreclosure, the Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association shall have the power to bid in the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit.
- 6.9 In the event a Unit Owner rents his or Unit and becomes delinquent in the payment of Common Expenses or Special Assessments, the Association is authorized to collect the monthly Common Expense fee from the renter as provided un the Condominium Ownership Act.
- 6.10 **Mortgage Protection.** Notwithstanding all other provisions hereof:

- 6.10.1 The liens created hereunder upon any Unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;
- 6.10.2 By subordination agreement executed by the Association, the benefits of section 6.10.1 above may be extended to mortgages and others otherwise entitled thereto.

7 INSURANCE

The Management Committee shall at all times purchase, maintain in force, and pay the premiums for insurance on the Common Areas and Facilities, which insurance shall satisfy at least the following requirements, if reasonably available:

- 7.1 **Property Insurance.** Blanket property insurance using the standard "Special" or "All-Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or refer to "earthquake" or other special risks not included in the standard condominium casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion.
- 7.2 **Liability Insurance.** Liability insurance with adequate limits of liability for bodily injury and property damage. If possible, the policy should be written on the comprehensive form and shall include not-owned and hired automobile liability protection.
- 7.3 **Director's and Officer's Insurance.** Adequate director's and officer's liability insurance (a.k.a. Errors and Omissions or E & O insurance).
- 7.4 **Fidelity Bond.** At its option, the Management Committee may elect to purchase and maintain a separate fidelity bond in a reasonable amount to be determined by the Committee to cover all non-compensated officers as well as all employees for theft of Association funds, provided:
- 7.4.1 **Amount of Coverage.** The total amount of fidelity bond coverage shall be based upon the Committees best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units, plus reserve funds.

- 7.4.2 Quality of Coverage.** Any bonds purchased shall meet the following additional requirements (a) they shall name the Committee, the Owners Association, and the Property Manager as obligee, (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses, and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Committee and the Association, to any Insurance Trustee, and to each servicer of loans on behalf of any Mortgagee, the VA, FHA and FNMA.
- 7.5 Earthquake Insurance.** shall not be required unless requested by at least seventy five percent (75%) of the Members of the Association.
- 7.6 The Insured.** The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Fairfield Farms Condominium Homeowners Association, for the use and benefit of the individual Unit Owners."
- 7.7 Designated Representative.** The Association may designate an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.
- 7.8 Beneficiary.** In any policy covering the entire Project, each Owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided ownership interest in the Common Areas and Facilities.
- 7.9 Certificate of Insurance.** Evidence of insurance shall be issued to each Owner and Mortgagee upon request.
- 7.10 Mortgage Provisions.** Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.
- 7.11 Waiver of Subrogation.** Each policy shall contain a waiver of the right of a subrogation against Owners individually.
- 7.12 Individual Neglect.** Each policy shall contain a provision that the insurance is not prejudiced by any act or neglect of any individual Owner;
- 7.13 Deductible.** The deductible on a claim made against the Association's liability insurance policy shall be paid by the party who would be liable for the loss, damage, claim or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. Provided,

however, if the loss is caused by an act of God or nature, or by an element beyond the control of the Owner, then the Association shall be responsible for and shall pay the deductible.

- 7.14 **Individual Insurance.** Each Owner shall purchase and maintain adequate liability, property and contents insurance coverage. No owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Property at any particular time.
- 7.15 **Primary Coverage.** Anything to the contrary notwithstanding, the insurance coverage of an Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.
- 7.16 **Prompt Repair.** Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.
- 7.17 **Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any excess proceeds shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. In the event more than 50% of a unit is damaged or destroyed, payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.
- 7.18 **Quality of Insurance Carrier.** Each insurance policy required hereby shall be written by an insurance carrier licensed to transact business in the State of Utah and who has an A++, A+ (superior), A, or A- (excellent) rating by Best's Key Rating Guide.
- 7.19 **Intent.** The foregoing provisions shall not be construed to limit the power or authority of the Association, Management Committee or Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder on behalf of the Committee or the Association.

8 PARTITION & DESTRUCTION

- 8.1 **No Partition.** There shall be no judicial partition of the project or any part thereof, nor shall any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth herein in the case of damage or destruction or unless the property has been removed from the provisions of the Utah Condominium Ownership Act as provided in Section 57-8-22 thereof; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other Unit.
- 8.2 **Damage and Destruction.** In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other

disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Association.

- 8.3 If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Association, using proceeds of insurance, if any, on the buildings for that purpose, and the Unit owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the Owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Manager or the Association shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice:
- 8.3.1 the property shall be deemed to be owned in common by the Owners;
 - 8.3.2 the undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by each Owner in the Common Area;
 - 8.3.3 any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and
 - 8.3.4 the property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.
- 8.4 Notwithstanding all other provisions hereof, the Owners may, by an affirmative vote of at least three fourths of the voting power, at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale. The authorization in this section shall also allow the Unit Owners to sell a portion of the Common Area. Members may vote by proxy ballot.
- 8.5 In the event any common element, or area is (exclusive of any party wall), damaged or destroyed through the negligent or culpable act of an Owner or any of his guests, agents, or members of his family, such Owner does hereby irrevocably authorize the Association as its attorney in fact as set forth herein, to repair said damaged Common Area or element, and the Association shall so repair said damaged element, or Area and the Owner shall then repay the Association in the amount actually expended for said repairs.
- 8.6 Each Unit Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien upon said Owner's Unit as set forth above, and shall continue to be such lien until fully paid.

9 PARTY WALLS

9.1 **Party Walls.** The rights and duties of the Owners of Units within these project with respect to party walls shall be governed by the following:

- 9.1.1 Each wall, including foundations and patio walls, which is constructed as part of the original construction of the Unit, any part of which is placed on the dividing line between separate residence units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- 9.1.2 In the event any such party wall is damaged or destroyed through the act of one adjoining Owner, or any of his guests or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining Owner.
- 9.1.3 In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.
- 9.1.4 In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions or to rebuild his Unit in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner and the Association.
- 9.1.5 These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

10 MISCELLANEOUS

- 10.1 **Enforcement and Disputes.** Each Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner. In the event that any Owner shall set forth said grievance or complaint against the Association, said Owner shall set forth said grievance or complaint in writing and shall deliver the same to the Association. In the event that the cause of said grievance or complaint is not rectified

within twenty (20) days from the date of the receipt thereof by the Association, within ten (10) days from the date of expiration of said initial twenty (20) day period, a time and place mutually acceptable to the Owner and the Association shall be established for a meeting between the Owner and the Association. At such meeting, the Owner shall be entitled to be represented by counsel and shall formally present to the Association and its counsel, the grievance or complaint. Counsel for the Owner and counsel for the Association shall attempt to reach an amicable solution to the grievance or complaint. In the event that counsel for the Owner and counsel for the Association are not able to reach such a solution within thirty (30) days from the date of the meeting between the Owner and the Association, the Owner shall then be entitled to proceed to have the matter judicially determined. All grievances and complaints of Owners shall follow procedure outlined and set forth herein prior to the commencement of any litigation relative to said grievances and complaints. Nothing in this paragraph shall prevent or suspend the Management Committee from assessing fines as provided herein.

- 10.2 **Personal Property.** The Management Committee or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Area, and shall not be transferable except with a transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.
- 10.3 **Easements.** The property shall be subject to such easements and rights-of-way as are reasonably necessary for the operation, function, use and maintenance of the Common Area and for ingress and egress in and to the property, the recreational facilities and other contiguous property by the Owners, members of their families, guests and invitees. Such easements shall also include an easement for ingress and egress in private streets for the City of Kaysville and Davis County for enforcement of ordinances and fire protection and other necessary and required services.
- 10.4 **Audit.** Any Owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Association. The Association, at the expense of the Common Expenses, may obtain an audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the Owners.

11 PETS

- 11.1 Dogs and cats are allowed at Fairfield Farm Condominium . Pet owners are responsible for the care and control of all pets. No dogs maintaining or showing an aggressive behavior will be allowed to remain within any properties of the condominium association including the private quarters of pet owners. Pets are not permitted to be free-roaming upon the common areas and must be maintained on leashes or within strict control of the owner when within common areas or not confined within the owner's property. Owners are discouraged from having more than one dog or cat. Animals maintained for breeding purposes are strictly forbidden. If owners maintain more than one dog and/or one cat, and any complaints are made by other association residents, the management committee shall have the authority and obligation to insist that the offending owner correct the problem for which the complaint has been made or insist that the

offending pet(s) be removed. If any pets prove to be a nuisance, either by noise, damage to common areas or to other resident's property, the owner of said pet will be required to remove the pet and pay appropriate restitution for any damage caused by the pet. In all cases, pet defecation on common areas must be immediately picked up and removed by the pet owner. Failure to do so will result in a fine and possibly expulsion from association property if not corrected by the owner. All rules that apply to residents regarding pets also apply to guests who visit a resident owner. In the event of a guest's pet becoming a violation of association pet rules the resident or owner shall be held responsible.

- 11.2 Cats may be allowed at Fairfield Farm Condominiums upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth herein. The Management Committee may refuse any request to admit a cat into the condominium if the applicant refuses to enter into a written agreement to abide by the provisions set forth herein.
- 11.3 Under no circumstances may a pet reside at Fairfield Farm or shall the Management Committee approve any application to bring a dog or cat to the Fairfield Farm unless the agreements contained in the Fairfield Farm Pet Agreement are first made in writing by the resident making the application.
- 11.4 The Management Committee shall have authority to order the removal of any dog or cat if, at any time, the resident possessing the dog or cat fails to live up to the representations made in the Pet Agreement or if the resident fails to execute a Pet Agreement.
- 11.5 No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Management Committee before being brought to the condominiums. The Management Committee has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums enters in a Pet Agreement.

12 FINES

- 12.1 **Fines; Authorization.** The management committee is authorized to assess a fine against unit owners who violate provisions in the condominium association declaration, the bylaws, or the rules and regulations. The assessment of a fine shall be in accordance with the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, section 57-8-37, the provisions of these amended bylaws, and the rules and regulations adopted by the management committee.
- 12.2 **Written Notice of Violation.** Before assessing a fine, the management committee must give a written notice of the violation to the unit owner of the violation and inform the unit owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall contain a description or brief summary of the provision, bylaw, rule or regulation that has been violated and a description of the manner in which the bylaw,

rule or regulation has been violated. If a violation is temporarily cured or stopped, but is repeated by the same unit owner within 90 days of the date a written notice of violation is first served on the unit owner, the management committee shall not be required to serve another notice of violation upon the unit owner but may rely upon the notice provided in the first written notice.

- 12.3 **Time to Cure.** In all instances, the violation must be cured within 50 hours of the written notice being delivered to the unit owner or the unit owner's agent, unless such time period is extended by the management committee for good cause. The member of the management committee or their agent that serves the written notice of violation on the unit owner shall write on the notice of violation the date and time the notice of violation was served on the unit owner and the date and time by which the violation must be cured. If a unit owner repeats the violation more than 50 hours after receiving the written notice of violation but less than 90 days after receiving the notice, the unit owner shall be deemed to have not timely cured the violation.
- 12.4 **Fine.** If the violation is fully and completely cured within the time provided in the written notice of violation, and is not repeated within 90 days of the time the written notice is first served on the unit owner, no fine may be assessed by the management committee. If the violation is not fully cured within the time provided, the management committee shall, after confirming that the violation complained of has not been fully cured, impose a fine as provided in the CC&Rs, bylaws, or the rules and regulations. If the same violation is repeated more than 50 hours but less than 90 days after the written notice of violation is first given, the management committee shall impose a fine as provided in the CC&Rs, or the rules and regulations. The unit owner shall receive a written notice of fine from the management committee informing the unit owner of the amount of the fine imposed.
- 12.5 **Manner of Providing Notice of Violation and Fine.** The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the management committee may be provided to the unit owner in any one or more of the following ways:
- 12.5.1 Delivering a copy to the unit owner personally; or
- 12.5.2 Sending a copy through certified or registered mail, addressed to the unit owner at his or her place of residence, in which case an additional 50 hours shall be allowed to cure the violation; or
- 12.5.3 Doing both of the following: (1) Leaving a copy with a person of suitable age and discretion at the unit owners unit; and (2) Mailing a copy to the unit owner at the unit owners unit, or to the unit owners regular mailing address if the unit owner does not reside in the unit; or
- 12.5.4 Affixing a copy in a conspicuous place on the unit since a person of suitable age or discretion could not be found; or
- 12.5.5 If the person committing the violation is a tenant of the unit owner, by (1) personally delivering a copy to the tenant living in the unit or affixing a copy in a conspicuous

place on the unit if a person of suitable age or discretion could not be found, and by (2) mailing a copy to the unit owner at the address provided by the unit owner to the association.

- 12.6 Non Unit Owner Occupied Units: Renters & Guests.** If cases where the unit is not occupied by the unit owner and the violation of the bylaw or rules and regulations is committed by a resident the unit, the unit owner shall be responsible for the failure of the resident to cure violations of the bylaws or rules and regulations. For purposes of the lease between the unit owner and the resident of the unit, the provisions of this amended bylaw shall be incorporated by reference into the terms of the lease and the unit owner may collect from the resident of the unit any fines the unit owner becomes obligated to pay by virtue of the resident's actions. The unit owner shall be responsible for bringing a separate action to collect any such fines from the unit owner's tenant. U.C.A. § 57-8-34 states that "All unit owners, tenants of such owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and bylaws adopted pursuant to the provisions of this act." Residents (defined herein as renters, tenants, guests of unit owners or renters, and any person who temporarily or permanently lives in a unit, but excluding unit owners), are subject to the bylaws and rules and regulations adopted by the condominium association. Unit owners are ultimately responsible for the activities of residents who reside in, visit, or in any manner use their condominium unit and the common area. Any fine assessed against a resident will be the responsibility of the unit owner of the unit in which the resident resides or is a guest. Because residents are subject to the provisions of the condominium bylaws and rules and regulations, residents are also subject to fines in the same manner as a unit owner. Any fine assessed against a resident may be collected by the unit owner from the resident. If a resident violates a bylaw or rule or regulation, both the resident and the unit owner shall be served a notice of violation as provided above. It shall be the responsibility of the unit owner to see that the resident cures the violation within the time allotted. Failure of the unit owner to have the resident timely cure the violation shall subject the unit owner to the fine as provided herein as if the unit owner committed the violation.
- 12.7 Management Committee Action.** Any action by the management committee involving a notice of violation or a notice of fine may be taken by any officer of the management committee if so authorized or ratified by a quorum of the management committee, consisting of 50% or more of the management committee present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the management committee.
- 12.8 Violations for Which a Fine May be Assessed.** A fine may be assessed for the violation of a provision in the CC&Rs, the condominium Declaration, or the rules or regulations, or for a rule listed on Exhibit "B", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Exhibit "B" may be modified by the management committee pursuant to their power to enact rules governing conduct within a condominium project as contained in the Condominium Ownership Act, Utah Code Ann. 57-8-1 through 57-8-37. Only those violations listed on Exhibit "B" and those violations of rules adopted by the Management Committee are the offenses which are subject to a fine. Exhibit "B" may be used

to incorporate provisions in the Declaration, or rules and regulations for which a violation may be assessed.

- 12.9 **Continuous Violations.** Each day (24 hour period) during which a violation of the declaration, the bylaws or the rules and regulations of the association, or the rules listed on Exhibit "B", continues after the time period expires during which the unit owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "B". The violation of a provision in the declaration, the bylaws, a rule or regulation, or a provision listed on Exhibit "B", which is temporarily cured within the time period required in the notice of violation, but which is violated again within 90 days of the date the original notice of violation was served, is deemed to be a continuous violation for which another notice of violation is not required to be served.
- 12.10 **Amount of Fines.** The amount of a fine for a violation of a provision in the CC&Rs, the Declaration, the rules and regulations, or the provisions listed on Exhibit "B", shall be in the amount listed on Exhibit "B", but in no case shall a single fine exceed \$500.00. A cumulative fine, which is a fine for a violation that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a notice of violation has previously been served, may not exceed \$500.00 per month.
- 12.11 **Late Fees.** Fines not paid within 10 days shall accrue interest at the rate of 1% per month and a late fee of \$25.00. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is due. No interest or late fees may accrue until 10 days after a hearing (if requested by the unit owner) has been conducted and a final decision has been rendered by the management committee.
- 12.12 **Protesting the Fine.** A unit owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written on the notice of fine). The unit owner protesting the fine shall request the informal hearing by delivering a written request to any member of the management committee stating the grounds for the protest or dispute and setting forth in detail the following:
- 12.12.1 the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
 - 12.12.2 the facts relied upon by the protesting unit owner with respect to the violation or non-violation of the bylaw, rules or regulations;
 - 12.12.3 the amount of the fine the unit owner claims should be paid and the reasons supporting that claim; and
 - 12.12.4 any errors made by the management committee in calculating, assessing, or collecting the fine.
- 12.13 **Informal Hearing.** Within 21 days of receiving the written request for hearing, the Management Committee shall schedule an informal hearing at which time the requesting unit owner will be given an opportunity to present evidence and witnesses supporting the unit

owners position. No formal rules of evidence will be required, and the Management Committee can receive the evidence submitted by the requesting unit owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting unit owner, the Management Committee may also produce evidence supporting its decision to fine the unit owner. However, the intent of the hearing is listen to the violating unit owners explanations and not to have a trial. The Management Committee may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

12.14 Decision of the Management Committee. The Management Committee may, after the requesting unit owner has had the opportunity at the hearing to present the evidence desired, may either:

- 12.14.1 leave the amount of the fine as originally stated;
- 12.14.2 reduce the fine to an amount agreed upon by a majority of the Management Committee present at the hearing;
- 12.14.3 reduce the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court;
- 12.14.4 suspend all or a portion of the fine conditioned on the unit owner not repeating the violation for 180 days; or
- 12.14.5 forgive the fine.

The Management Committee shall render its written decision no later than ten (10) days after the date of the hearing.

12.15 Appeals. A unit owner may appeal a fine by initiating a civil action within 180 days after:

- 12.15.1 a hearing has been held and a final decision has been rendered by the Management Committee, or
- 12.15.2 the time to request an informal hearing has expired without the unit owner making such a request.

12.16 Lien. A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the unit owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8-20.

12.17 Promulgation of Additional Rules and Fines. The Management Committee is authorized to adopt and to amend the condominium administrative rules and regulations as may be necessary or desirable to insure the condominium is maintained and used in a manner consistent with the interests of the unit owners, to protect and enhance the quality of life in the condominium complex, to protect the property values of the condominium units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the

annoyance, disturbance and nuisance of others. The method by which the Management Committee may adopt new condominium rules shall be as follows:

- 12.17.1 New rules shall be adopted at a regular or special meeting of the Management Committee. The rule shall be in writing and voted on and approved by a majority of the members of the Management Committee. If the violation of the new rule shall have a fine associated with it, the amount of the fine shall be stated in the rule.
- 12.17.2 Prior to the new rule becoming enforceable, the Management Committee shall cause to be delivered, personally or by regular U.S. mail, a copy of the new rule to each unit owner. If a unit owner is not living in his unit, the Management Committee shall cause to be posted on the door of the unit owner a copy of the new rule. The new rule shall become enforceable five (5) days from the day it is mailed to each unit owner or posted on the door of an absentee unit owner.
- 12.17.3 Rules adopted in this manner shall deal only with the health, safety or welfare of condominium residents or condominium property. Rules adopted by the Management Committee may also be used to clarify provisions in the declaration, bylaws, or condominium rules and regulations, or to change the amount of a fine associated with the violation of the rule.
- 12.17.4 Rules adopted by the Management Committee shall have the same force and effect as rules contained in the declaration, the bylaws, or other administrative rules and regulations adopted by the condominium association, including the power to collect fines from those who violate these rules.

13 SMOKING

- 13.1 **Smoking Prohibited:** The Utah Legislature amended the Nuisance, Waste, and Other Damage Act, Utah Code Ann. §§78-38-1 *et. seq.*, to include tobacco smoke drifting between residential units as a nuisance, and also amended the Utah Condominium Ownership Act, Utah Code Ann. §§57-8-16, to allow Unit Owners to amend the bylaws to make restrictions on the use of tobacco products in condominiums. The Unit Owners desire to avoid making complaints about tobacco smoke drifting into Units from the common area and between the walls of units at Fairfield Farm Condominium and desire to take affirmative steps to prevent this potential problem and maintain the quality of life for all residents at Fairfield Farm Condominium. The Unit Owners therefore enact the following restrictions.
- 13.2 Smoking is prohibited inside all units at Fairfield Farm Condominium. This prohibition shall not be enforced against any resident who resides at Fairfield Farms as of the date this Amendment is adopted.
- 13.3 Smoking is allowed in all common areas at Fairfield Farm Condominium except within the fenced pool area.

- 13.4 In the event a unit owner, resident, occupant, or a guest occupying a unit violates the prohibition on smoking at Fairfield Farm Condominium, the Management Committee may notify the unit owner and the unit owner shall ensure that the smoking ceases. If the resident is a tenant of the unit owner, the unit owner shall evict the tenant. If the unit owner fails to cure the problem within five (5) days of receiving notice, the Management Committee may begin an eviction proceeding against the tenant. Both the tenant and the unit owner shall be named as defendants in the action, and the Management Committee shall be entitled to: i) an injunction ordering the tenant to vacate the premises, and ii) recovery of its costs and attorney's fees from the unit owner.
- 13.5 The Management Committee shall have all powers necessary to enforce this prohibition.
- 13.6 Nothing contained herein shall prevent the Management Committee from fining a unit owner or resident who violates this bylaw.

14 NO BUSINESSES

- 14.1 **No Businesses.** Inasmuch as Fairfield Farm Condominiums is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Fairfield Farm Condominiums except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Fairfield Farm Homeowners Declaration, bylaws, rules and regulations. The following are some of the general requirements for home occupation businesses:
- 14.1.1 Customers, patrons, guests, clients or individuals may come to units for business activity on a very limited scale;
- 14.1.2 No products may be sold or delivered from the unit in a manner that is disruptive or generates any sort of a nuisance;
- 14.1.3 Only services that are done mostly on the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the unit as limited by city ordinance;
- 14.1.4 Any vehicles used in the business must comply with the Condominium Association parking rules.

15 GENERAL PROVISIONS

- 15.1 **Limitation of Association's Liability.** The Association shall not be liable for any failure of water supply or other utility or service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of common expense assessments

shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

- 15.2 **Compensation for Management Committee Services.** Committee members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee. Committee members who do bookkeeping services for the association (paying bills, receiving monthly payments from condominium members, preparing tax returns, etc.) shall only be paid pursuant to a written contract entered into with the Management Committee that specifically describes the services to be performed and the amount of compensation to be received. Management Committee members may be paid for other services provided to the Association in connection with time they spend in behalf of association business, but only to the extent such payments are authorized in writing in advance by a majority of the Management Committee.
- 15.3 **Indemnification of the Management Committee.** Each member of the Management Committee of the Association shall be indemnified by the Owners against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Management Committee, or any settlement thereof, whether or not he is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Association approves such settlement and reimbursement as being for the best interests of the Association.
- 15.4 **Tenants Subject to Condominium Rules.** All leases of units shall be in writing and shall by reference incorporate the provisions of the declaration, bylaws, and rules and regulations into the terms of the lease. The names and phone numbers of the tenants shall be provided to the Management Committee so the tenants may be contacted in the case of an emergency. All tenants and the leases they sign to lease a unit at Fairfield Farm Condominiums shall be subject in all respects to the provisions of the declarations, bylaws, and rules and regulations of Fairfield Farm Condominium. Failure of a tenant to comply with the terms of condominium documents (declaration, bylaws, rules and regulations) shall be a default under the lease or tenancy. The Management Committee may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the declaration, the by-laws, the rules of the association, or who violates Kaysville City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at Fairfield Farm Condominium.
- 15.5 **Eviction.** In the event of the failure of a tenant to abide by the terms of the condominium documents (and because the declaration, bylaws, and rules and regulations constitute an essential part of the terms in a lease between a unit owner and a tenant), and if the unit owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Management Committee may institute eviction proceedings after providing notice to the unit owner and to the unit owner's tenant of a violation and the failure to cure, remedy or cease the

conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

- 15.6 **Attorney's Fees Incurred As the Result of Enforcing Rules.** In any legal action brought by the Management Committee against any unit owner, tenant, lessee or lessor as a result of a violation of any provision of the declaration, bylaws, or the rules and regulations of Fairfield Farm Condominiums, or if the Management Committee retains legal counsel or incurs attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Management Committee shall collect any and all attorney's fees from the unit owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A unit owner shall be jointly liable for attorney's fees, costs, or damages, in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant. Attorney's fees and costs assessed shall constitute a lien against the unit owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the Management Committee shall give approval before there is any action taken under this paragraph unless such authority is delegated to the president of the homeowners association.
- 15.7 **Copying Costs.** Upon receiving a written request and upon the payment of a fee in compliance with U.C.A. 57-8-20(3) for each such request or separate document requested, the Management Committee shall provide to any unit owner or any encumbrancer or prospective encumbrancer of a unit, a written statement setting forth the unpaid common expenses with respect to a unit. Upon the payment of a fee as determined by the Management Committee, it shall provide a copy to unit owners of condominium records, such as: the rules and regulations, the enabling declaration and bylaws and their amendments, non-privileged communication with legal counsel, and lien documents. This paragraph shall not apply to periodically supplied financial and newsletter information.
- 15.8 **Interpretation.** The Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.
- 15.9 **Amendment.** The affirmative vote of at least sixty seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities shall be required and shall be sufficient to change the legal status of the Project or to amend the Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation in the Davis County Recorder's Office of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this section for amendment has occurred, which may be accomplished with or without a meeting.
- 15.10 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. If any of the provisions of this document or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder

of this document or the CC&Rs or Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

15.11 **SERVICE OF PROCESS.** The person to receive service of process in the cases contemplated by the Act is: Wallace D. Gillispie, 150 E. 600 N., #6, Kaysville, Utah 84037. The Management Committee may amend this provision without a vote of the Association upon recording a notice with the Davis County Recorder's Office.

15.12 **Effective Date.** This Declaration shall take effect upon recording.

CERTIFICATION

It is hereby certified that condominium unit owners holding seventy-five (75%) of the undivided ownership interest in the common areas and facilities have approved this Amended Declaration, as contained in Exhibit "C", attached hereto.

IN WITNESS WHEREOF, this 7 day of JULY, 2004

By Wallace D. Gillespie
Wallace D. Gillespie

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 7th day of July, 2004, personally appeared before me Wallace D. Gillespie who, being by me duly sworn, did say that he is President of the Fairfield Farm Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and he duly acknowledged to me he executed the same.

Cary Liston
Notary Public

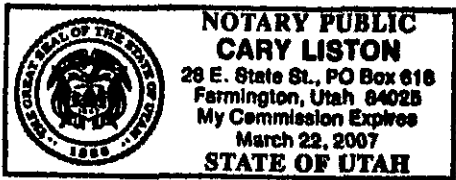


Exhibit A

Legal Description of Units

Units 10 through 24, Phase One, Fairfield Farm PUD
(11-129-0010 through 11-129-0019, 11-129-0031, and 11-129-0021 through 11-129-0024)

Units 201 through 206, Phase Two, Fairfield Farm PUD
(11-310-201 through 11-310-206)

AMOUNT OF FINE*

1ST Offense	2ND Offense within 90 days	3RD or more Offense within 90 days	RULE
\$25	\$50	\$90	<ul style="list-style-type: none"> • violation of any parking rule contained in the declaration or condominium rules.
\$35	\$70	\$100	<ul style="list-style-type: none"> • driving faster than conditions safely permit.
\$25	\$50	\$100	<ul style="list-style-type: none"> • performing maintenance or mechanical work on vehicles (including motorcycles & ATV's) in the common area.
\$35	\$70	\$100	<ul style="list-style-type: none"> • leaving trash, garbage, or clutter on the unit's patio or doorstep, or otherwise maintaining the patio or doorstep in an unsightly, unclean, or unsanitary condition.
\$50	\$100	\$150	<ul style="list-style-type: none"> • misuse or damage to common area • damage to the unit, limited common area or common area (lawn, parking area, sidewalk, driveway, sprinkler system, flowers or shrubs).
\$10	\$20	\$30	<ul style="list-style-type: none"> • leaving or placing personal belonging in the common area (bicycles, scooters, toys, equipment).
\$25	\$50	\$90	<ul style="list-style-type: none"> • creating noise within a unit that can be heard in another unit or in the common area such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life. • creating noise in the common area that can be heard in a unit such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.

\$25	\$50	\$100	<ul style="list-style-type: none">• maintaining pets in a unit in violation of the condominium declaration or rules and regulations.• failing to clean up after pets who have made a mess in the common area.• maintaining a pet in a unit in such a manner that the pet can be heard in another unit such that the sound created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.
\$25	\$50	\$100	<ul style="list-style-type: none">• operating a business in a unit without a business license or in violation of the municipal ordinances, the condominium declaration, or rules and regulations.
\$35	\$50	\$100	<ul style="list-style-type: none">• smoking in a unit (Excluding those currently owning a unit) or within the fence surrounding the swimming pool.
\$35	\$60	\$100	<ul style="list-style-type: none">• violating the association swimming rules

*The cumulative fine for a continuing violation may not exceed \$500.00 per month.

Exhibit "C"

The undersigned unit owners at Fairfield Farms Condominium hereby sign and acknowledge their approval of the Amended Declaration to which this Exhibit "C" is attached.

NAME	UNIT NUMBER
<u>Glen and/or Kathryn Sorte</u>	1
<u>Aljoe King</u>	2
<u>Leon and/or Jean Coleman</u>	3
<u>Arnold and/or Melva Bradshaw</u>	4
<u>Ralph and/or Shirley Corless</u>	5
<u>Don and/or Ila Gillespie</u>	6
<u>PRESENT AT meeting but did not VOTE. Bill and/or Bertie Criddle</u>	10
<u>Wayne and/or Virginia Winegar</u>	11
<u>Both AT WORK Greg and/or Bettie Turman</u>	12
<u>OWNER UNAVAILABLE William H and/or Vicky Prowse</u>	13
<u>Don and/or Ada Gibbs</u>	14
<u>James and/or Suzann Harris</u>	15

Continued

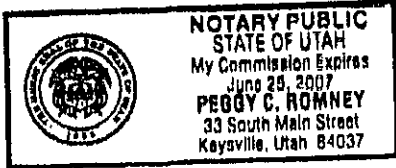
Exhibit "C"

The undersigned unit owners at Fairfield Farms Condominium hereby sign and acknowledge their approval of the Amended Declaration to which this Exhibit "C" is attached.

NAME	UNIT NUMBER
• <u>Gary A. Wilcock</u> Gary and/or Madelyne Wilcock	<u>16</u>
• <u>LaRee Christensen</u> LaRee Christensen	<u>17</u>
• <u>Walter and/or Myrna Schlegel</u> Walter and/or Myrna Schlegel	<u>18</u>
• <u>Douglas B Rogers</u> Doug and/or Audrey Rogers	<u>19</u>
• <u>Andy and/or Joyce Eldredge</u> Andy and/or Joyce Eldredge	<u>20</u>
• <u>Charles and/or Susan Bradshaw</u> Charles and/or Susan Bradshaw	<u>21</u>
• <u>OWNER OUT OF TOWN</u> Larry and/or Jackie Felt	<u>22</u>
• <u>ON VACATION</u> Ronald and/or Barbara Garrison	<u>23</u>
• <u>Bill and/or Connie Simmons</u> Bill and/or Connie Simmons	<u>24</u>

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 7 day of July 2004, personally appeared before me Andy Eldredge
_____ who acknowledged before me that he/she/they executed the same.



Peggy C. Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the ___ day of _____ 2004, personally appeared before me _____
_____ who acknowledged before me that he/she/they executed the same.

NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the ___ day of _____ 2004, personally appeared before me _____
_____ who acknowledged before me that he/she/they executed the same.

NOTARY PUBLIC

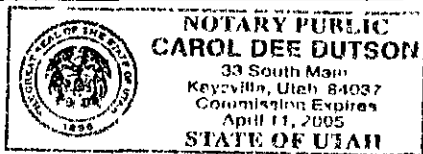
STATE OF UTAH)
:
COUNTY OF DAVIS)

On the ___ day of _____ 2004, personally appeared before me _____
_____ who acknowledged before me that he/she/they executed the same.

NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

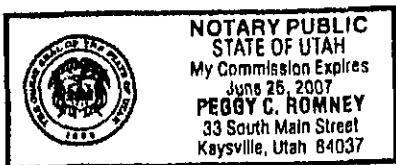
On the 6 day of July 2004, personally appeared before me Wallace D Gillespie
who acknowledged before me that he/she/they executed the same



Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

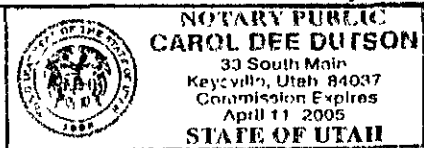
On the 6 day of July 2004, personally appeared before me Douglas B. Rogers
who acknowledged before me that he/she/they executed the same.



Peggy Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

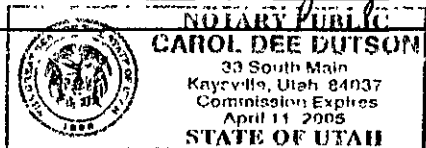
On the 6 day of July 2004, personally appeared before me Lakene Christensen
who acknowledged before me that he/she/they executed the same.



Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

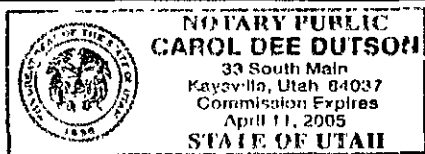
On the 6 day of July 2004, personally appeared before me Arnold Bradshaw
who acknowledged before me that he/she/they executed the same



Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

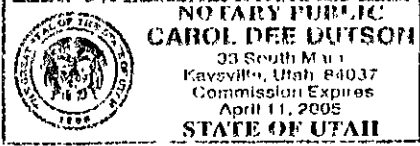
On the 6 day of July 2004, personally appeared before me Charles Bradshaw
who acknowledged before me that he/she/they executed the same.



Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

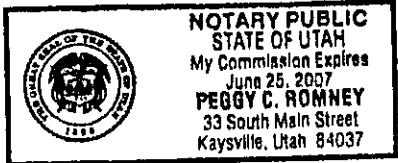
On the 6 day of July 2004, personally appeared before me Gary A. Wilcox
who acknowledged before me that he/she/they executed the same.



Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

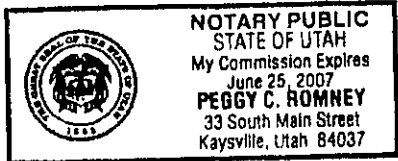
On the 6 day of July 2004, personally appeared before me Donald Gibbs
who acknowledged before me that he/she/they executed the same.



Peggy C. Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

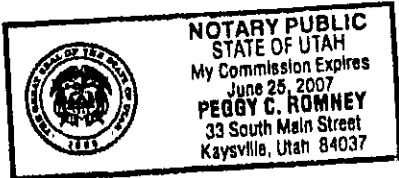
On the 6 day of July 2004, personally appeared before me Wayne Winaker
who acknowledged before me that he/she/they executed the same.



Peggy C. Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

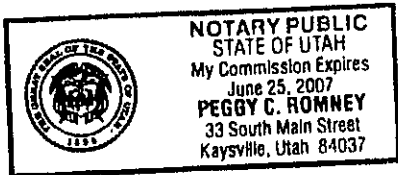
On the 6 day of July 2004, personally appeared before me Ellen n Sorte
who acknowledged before me that he/she/they executed the same.



Peggy C. Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 6 day of July 2004, personally appeared before me Suzann Harns
who acknowledged before me that he/she/they executed the same.



Peggy C. Romney
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 6 day of July 2004, personally appeared before me Ralph Corleas
who acknowledged before me that he/she/they executed the same.



NOTARY PUBLIC
CAROL DEE DUTTON
33 South Main
Kaysville, Utah 84037
Commission Expires
April 11, 2005
STATE OF UTAH

Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 6 day of July 2004, personally appeared before me Myrna Schlegel
who acknowledged before me that he/she/they executed the same.



NOTARY PUBLIC
CAROL DEE DUTTON
33 South Main
Kaysville, Utah 84037
Commission Expires
April 11, 2005
STATE OF UTAH

Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 6 day of July 2004, personally appeared before me Aljoe King
who acknowledged before me that he/she/they executed the same.



NOTARY PUBLIC
CAROL DEE DUTTON
33 South Main
Kaysville, Utah 84037
Commission Expires
April 11, 2005
STATE OF UTAH

Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 7 day of July 2004, personally appeared before me William S. Simmons
who acknowledged before me that he/she/they executed the same.



NOTARY PUBLIC
CAROL DEE DUTTON
33 South Main
Kaysville, Utah 84037
Commission Expires
April 11, 2005
STATE OF UTAH

Carol Dee Dutton
NOTARY PUBLIC

STATE OF UTAH)
:
COUNTY OF DAVIS)

On the 7 day of July 2004, personally appeared before me Jean Coleman
who acknowledged before me that he/she/they executed the same.



NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
June 25, 2007
PEGGY C. ROMNEY
33 South Main Street
Kaysville, Utah 84037

Peggy C. Romney
NOTARY PUBLIC